

1                   A bill to be entitled  
2           An act relating to estoppel certificates; amending ss.  
3           718.116, 719.108, and 720.30851, F.S.; revising  
4           requirements relating to the issuance of an estoppel  
5           certificate to specified persons; requiring a  
6           condominium, cooperative, or homeowners' association  
7           to designate a street or e-mail address on its website  
8           for estoppel certificate requests; specifying delivery  
9           requirements for an estoppel certificate; requiring  
10          that an estoppel certificate contain certain  
11          information; providing an effective period for an  
12          estoppel certificate based upon the date of issuance  
13          and form of delivery; providing that an association  
14          waives a specified claim against a person or such  
15          person's successors or assigns who in good faith rely  
16          on the estoppel certificate; prohibiting an  
17          association from charging a preparation and delivery  
18          fee or making certain claims if it fails to deliver an  
19          estoppel certificate within certain timeframes;  
20          revising fee requirements for preparing and delivering  
21          an estoppel certificate under various circumstances;  
22          authorizing the statement of moneys due to be  
23          delivered in one or more estoppel certificates under  
24          certain circumstances; providing limits on a total fee  
25          charged for the preparation and delivery of estoppel

26 certificates; requiring the fee for an estoppel  
 27 certificate to be paid from specified proceeds under  
 28 certain circumstances; requiring that the authority to  
 29 charge a fee for the estoppel certificate be  
 30 established by a specified written resolution or  
 31 provided by a written management, bookkeeping, or  
 32 maintenance contract; deleting obsolete provisions;  
 33 conforming provisions to changes made by the act;  
 34 providing an effective date.

35

36 Be It Enacted by the Legislature of the State of Florida:

37

38 Section 1. Subsection (8) of section 718.116, Florida  
 39 Statutes, is amended to read:

40 718.116 Assessments; liability; lien and priority;  
 41 interest; collection.—

42 (8) Within 10 business ~~15~~ days after receiving a written  
 43 or electronic request therefor from a unit owner or the unit  
 44 owner's ~~his or her~~ designee, or a unit mortgagee or the unit  
 45 mortgagee's ~~his or her~~ designee, the association shall issue the  
 46 estoppel ~~provide a~~ certificate. Each association shall designate  
 47 on its website a person or entity with a street or e-mail  
 48 address for receipt of a request for an estoppel certificate  
 49 issued pursuant to this section. The estoppel certificate must  
 50 be provided by hand delivery, regular mail, or e-mail to the

51 requestor on the date of issuance of the estoppel certificate  
 52 signed by an officer or agent of the association stating all  
 53 assessments and other moneys owed to the association by the unit  
 54 owner with respect to the condominium parcel.

55 (a) The estoppel certificate must contain all of the  
 56 following information and must be substantially in the following  
 57 form:

- 58 1. Date of issuance:....
- 59 2. Name of the unit owner(s):....
- 60 3. Unit designation and address:....
- 61 4. Parking or garage space number, if any:....
- 62 5. Storage locker number, if any:....
- 63 6. Attorney's name and contact information if the account  
 64 is delinquent and has been turned over to an attorney for  
 65 collection. No fee may be charged for this information.
- 66 7. Fee for the preparation and delivery of the estoppel  
 67 certificate:....
- 68 8. Name of the requestor:....
- 69 9. Assessment information and other information:

70  
 71 ASSESSMENT INFORMATION:

- 72 a. The regular periodic assessment levied against the unit  
 73 is \$.... per ...(insert frequency of payment)....
- 74 b. The regular periodic assessment is paid through  
 75 ...(insert date paid through)....

76 c. The next installment of the regular periodic assessment  
 77 is due ...(insert due date)... in the amount of \$.....

78 d. An itemized list of all assessments, special  
 79 assessments, and other moneys owed on the date of issuance to  
 80 the association by the unit owner for a specific unit is  
 81 provided.

82 e. An itemized list of any additional assessments, special  
 83 assessments, and other moneys that are scheduled to become due  
 84 for each day after the date of issuance for the effective period  
 85 of the estoppel certificate is provided. In calculating the  
 86 amounts that are scheduled to become due, the association may  
 87 assume that any delinquent amounts will remain delinquent during  
 88 the effective period of the estoppel certificate.

89  
 90 OTHER INFORMATION:

91 f. Is there a capital contribution fee, resale fee,  
 92 transfer fee, or other fee due? ...(Yes)... ...(No).... If yes,  
 93 specify the type and the amount of the fee.

94 g. What is the amount, if any, of an association  
 95 application fee?

96 h. Is there a credit balance on the current account?  
 97 ...(Yes)... ...(No).... If yes, provide the following  
 98 information:

99 Yes, a balance of \$.... will be transferred to the new  
 100 owner account.

101 Yes, a balance of \$.... will be transferred to the seller  
102 by the association.

103 i. Is there any violation of rule or regulation noticed to  
104 the unit owner in the association official records? ...(Yes)...  
105 ...(No)....

106 j. Is approval by the board of directors of the  
107 association required for the transfer of the unit? ...(Yes)...  
108 ...(No)....

109 k. Do rules or regulations applicable to the unit provide  
110 for a right of first refusal in favor of the members or  
111 association? ...(Yes).... ...(No).... If yes, include applicable  
112 rules or regulations.

113 l. Provide a list of utilities provided to the unit which  
114 are included in the assessments paid to the association.

115 m. Provide a list of all recreational or land leases to  
116 the association affecting the unit.

117 n. Provide a list of, and contact information for, all  
118 other associations of which the unit is a member.

119 o. Provide a description of any pending or threatened  
120 litigation or administrative proceedings in which the  
121 association is a party or which otherwise affect the  
122 association.

123 p. Provide contact information for all insurance  
124 maintained by the association.

125 q. Provide the signature of an officer or authorized agent

126 of the association.

127

128 The association, at its option, may include additional  
129 information in the estoppel certificate ~~Any person other than~~  
130 ~~the owner who relies upon such certificate shall be protected~~  
131 ~~thereby.~~

132 (b) An estoppel certificate that is hand delivered or sent  
133 by electronic means has a 30-day effective period. An estoppel  
134 certificate that is sent by regular mail has a 35-day effective  
135 period. If additional information or a mistake related to the  
136 estoppel certificate becomes known to the association within the  
137 effective period, an amended estoppel certificate may be  
138 delivered and becomes effective if a sale or refinancing of the  
139 unit has not been completed during the effective period. A fee  
140 may not be charged for an amended estoppel certificate. An  
141 amended estoppel certificate must be delivered on the date of  
142 issuance, and a new 30-day or 35-day effective period begins on  
143 such date.

144 (c) An association waives the right to collect any moneys  
145 owed in excess of the amounts specified in the estoppel  
146 certificate from any person who in good faith relies upon the  
147 estoppel certificate and from the person's successors and  
148 assigns.

149 (d) If an association receives a request for an estoppel  
150 certificate from a unit owner or the unit owner's designee, or a

151 unit mortgagee or the unit mortgagee's designee, and fails to  
152 deliver the estoppel certificate within 10 business days, a fee  
153 may not be charged for the preparation and delivery of that  
154 estoppel certificate. If the association fails to deliver the  
155 estoppel certificate within 15 business days, the association  
156 waives any claim, including a claim for a lien against the unit,  
157 against a purchaser and mortgagee of the unit who would have  
158 relied on the estoppel certificate, and the purchaser's and  
159 mortgagee's successors and assigns, for any amount that is owed  
160 to the association through the date of closing and that should  
161 have been shown on the estoppel certificate.

162 (e) ~~(b)~~ A summary proceeding pursuant to s. 51.011 may be  
163 brought to compel compliance with this subsection, and in any  
164 such action the prevailing party is entitled to recover  
165 reasonable attorney ~~attorney's~~ fees.

166 (f) ~~(e)~~ Notwithstanding any limitation on transfer fees  
167 contained in s. 718.112(2)(i), an ~~the~~ association or its  
168 authorized agent may charge a reasonable fee for the preparation  
169 and delivery of an estoppel certificate, which may not exceed  
170 \$200 if, on the date the certificate is issued, no delinquent  
171 amounts are owed to the association for the applicable unit. If  
172 an estoppel certificate is requested on an expedited basis and  
173 delivered within 3 business days after the request, the  
174 association may charge an additional fee of \$100. If a  
175 delinquent amount is owed to the association for the applicable

176 unit, an additional fee for the estoppel certificate may not  
177 exceed \$200 for the preparation of the certificate. The amount  
178 of the fee must be included on the certificate.

179 (g)1. If estoppel certificates for multiple units owned by  
180 the same owner are simultaneously requested from the same  
181 association and there are no past due monetary obligations owed  
182 to the association, the statement of moneys due for those units  
183 may be delivered in one or more estoppel certificates, and, even  
184 though the fee for each unit shall be computed as set forth in  
185 paragraph (f), the total fee that the association may charge for  
186 the preparation and delivery of the estoppel certificates may  
187 not exceed, in the aggregate:

188 a. For 25 or fewer units, \$750.

189 b. For 26 to 50 units, \$1,000.

190 c. For 51 to 100 units, \$1,500.

191 d. For more than 100 units, \$2,500.

192 2. If an estoppel certificate is requested in conjunction  
193 with the sale or refinancing of a unit, the fee for the  
194 preparation and delivery of the estoppel certificate shall be  
195 paid to the association from the closing or settlement proceeds.  
196 If the closing does not occur, the fee for the preparation and  
197 delivery of the estoppel certificate remains the obligation of  
198 the unit owner, and the association may collect the fee in the  
199 same manner as an assessment against the unit. An association  
200 may not require the payment of any other fee as a condition for

201 the preparation or delivery of an estoppel certificate.

202 (h)~~(d)~~ The authority to charge a fee for the preparation  
 203 and delivery of the estoppel certificate ~~must shall~~ be  
 204 established by a written resolution adopted by the board or  
 205 provided by a written management, bookkeeping, or maintenance  
 206 contract ~~and is payable upon the preparation of the certificate.~~  
 207 ~~If the certificate is requested in conjunction with the sale or~~  
 208 ~~mortgage of a unit but the closing does not occur and no later~~  
 209 ~~than 30 days after the closing date for which the certificate~~  
 210 ~~was sought the preparer receives a written request, accompanied~~  
 211 ~~by reasonable documentation, that the sale did not occur from a~~  
 212 ~~payor that is not the unit owner, the fee shall be refunded to~~  
 213 ~~that payor within 30 days after receipt of the request. The~~  
 214 ~~refund is the obligation of the unit owner, and the association~~  
 215 ~~may collect it from that owner in the same manner as an~~  
 216 ~~assessment as provided in this section.~~

217 Section 2. Subsection (6) of section 719.108, Florida  
 218 Statutes, is amended to read:

219 719.108 Rents and assessments; liability; lien and  
 220 priority; interest; collection; cooperative ownership.—

221 (6) Within 10 business ~~15~~ days after receiving a written  
 222 or electronic request for an estoppel certificate from a unit  
 223 owner or the unit owner's designee, or a unit mortgagee or the  
 224 unit mortgagee's designee, the association shall issue the  
 225 estoppel certificate. Each association shall designate on its

226 website a person or entity with a street or e-mail address for  
 227 receipt of a request for an estoppel certificate issued pursuant  
 228 to this section. The estoppel certificate must be provided by  
 229 hand delivery, regular mail, or e-mail to the requestor on the  
 230 date of issuance of the estoppel certificate.

231 (a) The estoppel certificate must contain all of the  
 232 following information and must be substantially in the following  
 233 form:

- 234 1. Date of issuance:....
- 235 2. Name of the unit owner(s):....
- 236 3. Unit designation and address:....
- 237 4. Parking or garage space number, if any:....
- 238 5. Storage locker number, if any:....
- 239 6. Attorney's name and contact information if the account  
 240 is delinquent and has been turned over to an attorney for  
 241 collection. No fee may be charged for this information.

242 7. Fee for the preparation and delivery of the estoppel  
 243 certificate:....

- 244 8. Name of the requestor:....
- 245 9. Assessment information and other information:

247 ASSESSMENT INFORMATION:

248 a. The regular periodic assessment levied against the unit  
 249 is \$.... per ...(insert frequency of payment)....

250 b. The regular periodic assessment is paid through

251 ...(insert date paid through)....

252 c. The next installment of the regular periodic assessment  
 253 is due...(insert due date)... in the amount of \$.....

254 d. An itemized list of all assessments, special  
 255 assessments, and other moneys owed by the unit owner on the date  
 256 of issuance to the association for a specific unit is provided.

257 e. An itemized list of any additional assessments, special  
 258 assessments, and other moneys that are scheduled to become due  
 259 for each day after the date of issuance for the effective period  
 260 of the estoppel certificate is provided. In calculating the  
 261 amounts that are scheduled to become due, the association may  
 262 assume that any delinquent amounts will remain delinquent during  
 263 the effective period of the estoppel certificate.

264  
 265 OTHER INFORMATION:

266 f. Is there a capital contribution fee, resale fee,  
 267 transfer fee, or other fee due? ...(Yes)... ...(No).... If yes,  
 268 specify the type and amount of the fee.

269 g. What is the amount, if any, of an association  
 270 application fee?

271 h. Is there a credit balance on the current account?  
 272 ...(Yes)... ...(No).... If yes, provide the following  
 273 information:

274 Yes, a balance of \$.... will be transferred to the new  
 275 owner account.

276 Yes, a balance of \$.... will be transferred to the seller  
277 by the association.

278 i. Is there any violation of rule or regulation noticed to  
279 the unit owner in the association official records? ...(Yes)...  
280 ...(No)....

281 j. Is approval by the board of directors of the  
282 association required for the transfer of the unit? ...Yes...  
283 ...(No)....

284 k. Do rules or regulations applicable to the unit provide  
285 for a right of first refusal in favor of the members or  
286 association? ...(Yes)... ...(No).... If yes, include applicable  
287 rules or regulations.

288 l. Provide a list of utilities provided to the unit which  
289 are included in the assessments paid to the association.

290 m. Provide a list of all recreational or land leases to  
291 the association affecting the unit.

292 n. Provide a list of, and contact information for, all  
293 other associations of which the unit is a member.

294 o. Provide a description of any pending or threatened  
295 litigation or administrative proceedings in which the  
296 association is a party or which otherwise affect the  
297 association.

298 p. Provide contact information for all insurance  
299 maintained by the association.

300 q. Provide the signature of an officer or authorized agent

301 of the association.

302

303 The association, at its option, may include additional  
304 information in the estoppel certificate.

305 (b) An estoppel certificate that is hand delivered or sent  
306 by electronic means has a 30-day effective period. An estoppel  
307 certificate that is sent by regular mail has a 35-day effective  
308 period. If additional information or a mistake related to the  
309 estoppel certificate becomes known to the association within the  
310 effective period, an amended estoppel certificate may be  
311 delivered and becomes effective if a sale or refinancing of the  
312 unit has not been completed during the effective period. A fee  
313 may not be charged for an amended estoppel certificate. An  
314 amended estoppel certificate must be delivered on the date of  
315 issuance, and a new 30-day or 35-day effective period begins on  
316 such date.

317 (c) An association waives the right to collect any moneys  
318 owed in excess of the amounts specified in the estoppel  
319 certificate from any person who in good faith relies upon the  
320 estoppel certificate and from the person's successors and  
321 assigns.

322 (d) If an association receives a request for an estoppel  
323 certificate from a unit owner or the unit owner's designee, or a  
324 unit mortgagee or the unit mortgagee's designee, and fails to  
325 deliver the estoppel certificate within 10 business days, a fee

326 may not be charged for the preparation and delivery of that  
327 estoppel certificate. If the association fails to deliver the  
328 estoppel certificate within 15 business days, the association  
329 waives any claim, including a claim for a lien against the unit,  
330 against a purchaser and mortgagee of the unit who would have  
331 relied on the estoppel certificate, and the purchaser's and  
332 mortgagee's successors and assigns, for any amount that is owed  
333 to the association through the date of closing and that should  
334 have been shown on the estoppel certificate.

335 (e) A summary proceeding pursuant to s. 51.011 may be  
336 brought to compel compliance with this subsection, and in any  
337 such action the prevailing party is entitled to recover  
338 reasonable attorney fees.

339 (f) Notwithstanding any limitation on transfer fees  
340 contained in s. 719.106(1)(i), an association or its authorized  
341 agent may charge a reasonable fee for the preparation and  
342 delivery of an estoppel certificate, which may not exceed \$200  
343 if, on the date the certificate is issued, no delinquent amounts  
344 are owed to the association for the applicable unit. If an  
345 estoppel certificate is requested on an expedited basis and  
346 delivered within 3 business days after the request, the  
347 association may charge an additional fee of \$100. If a  
348 delinquent amount is owed to the association for the applicable  
349 unit, an additional fee for the estoppel certificate may not  
350 exceed \$200.

351 (g)1. If estoppel certificates for multiple units owned by  
352 the same owner are simultaneously requested from the same  
353 association and there are no past due monetary obligations owed  
354 to the association, the statement of moneys due for those units  
355 may be delivered in one or more estoppel certificates, and, even  
356 though the fee for each unit shall be computed as set forth in  
357 paragraph (f), the total fee that the association may charge for  
358 the preparation and delivery of the estoppel certificates may  
359 not exceed, in the aggregate:

360 a. For 25 or fewer units, \$750.

361 b. For 26 to 50 units, \$1,000.

362 c. For 51 to 100 units, \$1,500.

363 d. For more than 100 units, \$2,500.

364 2. If an estoppel certificate is requested in conjunction  
365 with the sale or refinancing of a unit, the fee for the  
366 preparation and delivery of the estoppel certificate shall be  
367 paid to the association from the closing or settlement proceeds.  
368 If the closing does not occur, the fee for the preparation and  
369 delivery of the estoppel certificate remains the obligation of  
370 the unit owner, and the association may collect the fee in the  
371 same manner as an assessment against the unit. An association  
372 may not require the payment of any other fee as a condition for  
373 the preparation or delivery of an estoppel certificate.

374 (h) The authority to charge a fee for the preparation and  
375 delivery of the estoppel certificate must be established by a

376 written resolution adopted by the board or provided by a written  
377 management, bookkeeping, or maintenance contract by a unit owner  
378 ~~or mortgagee, the association shall provide a certificate~~  
379 ~~stating all assessments and other moneys owed to the association~~  
380 ~~by the unit owner with respect to the cooperative parcel. Any~~  
381 ~~person other than the unit owner who relies upon such~~  
382 ~~certificate shall be protected thereby. Notwithstanding any~~  
383 ~~limitation on transfer fees contained in s. 719.106(1)(i), the~~  
384 ~~association or its authorized agent may charge a reasonable fee~~  
385 ~~for the preparation of the certificate.~~

386 Section 3. Section 720.30851, Florida Statutes, is amended  
387 to read:

388 720.30851 Estoppel certificates.—Within 10 business ~~15~~  
389 ~~days after receiving a written or electronic the date on which a~~  
390 ~~request for an estoppel certificate from a parcel owner or the~~  
391 ~~parcel owner's designee, or a parcel mortgagee or the parcel~~  
392 ~~mortgagee's designee, the association shall issue the estoppel~~  
393 ~~certificate. Each association shall designate on its website a~~  
394 ~~person or entity with a street or e-mail address for receipt of~~  
395 ~~a request for an estoppel certificate issued pursuant to this~~  
396 ~~section. The estoppel certificate must be provided by hand~~  
397 ~~delivery, regular mail, or e-mail to the requestor on the date~~  
398 ~~of issuance of the estoppel certificate.~~

399 (1) The estoppel certificate must contain all of the  
400 following information and must be substantially in the following

401 form:

402 (a) Date of issuance:....

403 (b) Name of the parcel owner(s):....

404 (c) Parcel designation and address:....

405 (d) Parking or garage space number, if any:....

406 (e) Storage locker number, if any:....

407 (f) Attorney's name and contact information if the account

408 is delinquent and has been turned over to an attorney for

409 collection. No fee may be charged for this information.

410 (g) Fee for the preparation and delivery of the estoppel

411 certificate:....

412 (h) Name of the requestor:....

413 (i) Assessment information and other information:

414

415 ASSESSMENT INFORMATION:

416 1. The regular periodic assessment levied against the

417 parcel is \$.... per ...(insert frequency of payment)....

418 2. The regular periodic assessment is paid through

419 ...(insert date paid through)....

420 3. The next installment of the regular periodic assessment

421 is due ...(insert due date)... in the amount of \$.....

422 4. An itemized list of all assessments, special

423 assessments, and other moneys owed on the date of issuance to

424 the association by the parcel owner for a specific parcel is

425 provided.



451 association required for the transfer of the parcel? ...(Yes)...  
452 ...(No)....

453 11. Do rules or regulations applicable to the parcel  
454 provide for a right of first refusal in favor of the members or  
455 association? ...(Yes)... ...(No).... If yes, include applicable  
456 rules or regulations.

457 12. Provide a list of utilities provided to the parcel  
458 which are included in the assessments paid to the association.

459 13. Provide a list of all recreational or land leases to  
460 the association affecting the parcel.

461 14. Provide a list of, and contact information for, all  
462 other associations of which the parcel is a member.

463 15. Provide a description of any pending or threatened  
464 litigation or administrative proceedings in which the  
465 association is a party or which otherwise affect the  
466 association.

467 16. Provide contact information for all insurance  
468 maintained by the association.

469 17. Provide the signature of an officer or authorized  
470 agent of the association.

471

472 The association, at its option, may include additional  
473 information in the estoppel certificate.

474 (2) An estoppel certificate that is hand delivered or sent  
475 by electronic means has a 30-day effective period. An estoppel

476 certificate that is sent by regular mail has a 35-day effective  
477 period. If additional information or a mistake related to the  
478 estoppel certificate becomes known to the association within the  
479 effective period, an amended estoppel certificate may be  
480 delivered and becomes effective if a sale or refinancing of the  
481 parcel has not been completed during the effective period. A fee  
482 may not be charged for an amended estoppel certificate. An  
483 amended estoppel certificate must be delivered on the date of  
484 issuance, and a new 30-day or 35-day effective period begins on  
485 such date.

486 (3) An association waives the right to collect any moneys  
487 owed in excess of the amounts specified in the estoppel  
488 certificate from any person who in good faith relies upon the  
489 estoppel certificate and from the person's successors and  
490 assigns.

491 (4) If an association receives a request for an estoppel  
492 certificate from a parcel owner or the parcel owner's designee,  
493 or a parcel mortgagee or the parcel mortgagee's designee, and  
494 fails to deliver an estoppel certificate within 10 business  
495 days, a fee may not be charged for the preparation and delivery  
496 of that estoppel certificate. If the association fails to  
497 deliver the estoppel certificate within 15 business days, the  
498 association waives any claim, including a claim for a lien  
499 against the parcel, against a purchaser and mortgagee of the  
500 parcel who would have relied on the estoppel certificate, and

501 the purchaser's and mortgagee's successors and assigns, for any  
502 amount that is owed to the association through the date of  
503 closing and that should have been shown on the estoppel  
504 certificate ~~for an estoppel certificate is received from a~~  
505 ~~parcel owner or mortgagee, or his or her designee, the~~  
506 ~~association shall provide a certificate signed by an officer or~~  
507 ~~authorized agent of the association stating all assessments and~~  
508 ~~other moneys owed to the association by the parcel owner or~~  
509 ~~mortgagee with respect to the parcel. An association may charge~~  
510 ~~a fee for the preparation of such certificate, and the amount of~~  
511 ~~such fee must be stated on the certificate.~~

512 ~~(1) Any person other than a parcel owner who relies upon a~~  
513 ~~certificate receives the benefits and protection thereof.~~

514 ~~(5)-(2)~~ A summary proceeding pursuant to s. 51.011 may be  
515 brought to compel compliance with this section, and the  
516 prevailing party is entitled to recover reasonable attorney  
517 attorney's fees.

518 (6) An association or its authorized agent may charge a  
519 reasonable fee for the preparation and delivery of an estoppel  
520 certificate, which may not exceed \$200 if on the date the  
521 certificate is issued, no delinquent amounts are owed to the  
522 association for the applicable parcel. If an estoppel  
523 certificate is requested on an expedited basis and delivered  
524 within 3 business days after the request, the association may  
525 charge an additional fee of \$100. If a delinquent amount is owed

526 to the association for the applicable parcel, an additional fee  
527 for the estoppel certificate may not exceed \$200.

528 (7) (a) If estoppel certificates for multiple parcels owned  
529 by the same owner are simultaneously requested from the same  
530 association and there are no past due monetary obligations owed  
531 to the association, the statement of moneys due for those  
532 parcels may be delivered in one or more estoppel certificates,  
533 and, even though the fee for each parcel shall be computed as  
534 set forth in subsection (6), the total fee that the association  
535 may charge for the preparation and delivery of the estoppel  
536 certificates may not exceed, in the aggregate:

- 537 1. For 25 or fewer parcels, \$750.
- 538 2. For 26 to 50 parcels, \$1,000.
- 539 3. For 51 to 100 parcels, \$1,500.
- 540 4. For more than 100 parcels, \$2,500.

541 (b) If an estoppel certificate is requested in conjunction  
542 with the sale or refinancing of a parcel, the fee for the  
543 preparation and delivery of the estoppel certificate shall be  
544 paid to the association from the closing or settlement proceeds.  
545 If the closing does not occur, the fee for the preparation and  
546 delivery of the estoppel certificate remains the obligation of  
547 the parcel owner, and the association may collect the fee in the  
548 same manner as an assessment against the parcel. An association  
549 may not require the payment of any other fee as a condition for  
550 the preparation or delivery of an estoppel certificate.

551        (8)~~(3)~~ The authority to charge a fee for the preparation  
552 and delivery of the estoppel certificate must ~~shall~~ be  
553 established by a written resolution adopted by the board or  
554 provided by a written management, bookkeeping, or maintenance  
555 contract and ~~is payable upon the preparation of the certificate.~~  
556 ~~If the certificate is requested in conjunction with the sale or~~  
557 ~~mortgage of a parcel but the closing does not occur and no later~~  
558 ~~than 30 days after the closing date for which the certificate~~  
559 ~~was sought the preparer receives a written request, accompanied~~  
560 ~~by reasonable documentation, that the sale did not occur from a~~  
561 ~~payor that is not the parcel owner, the fee shall be refunded to~~  
562 ~~that payor within 30 days after receipt of the request. The~~  
563 ~~refund is the obligation of the parcel owner, and the~~  
564 ~~association may collect it from that owner in the same manner as~~  
565 ~~an assessment as provided in this section.~~

566        Section 4. This act shall take effect July 1, 2017.